

## NOTE

FOR VALUE RECEIVED, the undersigned, Skymedicus Inc., a Indiana corporation ("Borrower"), HEREBY UNCONDITIONALLY PROMISES TO PAY to the order of MyBusinessLoan.com, LLC ("Lender"), or its successors or permitted assigns, the principal sum of \$125,000.00 or, if less, the aggregate unpaid principal amount of the Loan outstanding under the Loan and Security Agreement referred to below, which sum shall be due and payable in such amounts and on such dates as are set forth in the Final Loan Request. Borrower further promises to pay interest on the outstanding principal amount hereof from the Funding Date at the rates, and on the dates, specified in such Loan and Security Agreement.

This Note is one of the Notes referred to in the Loan and Security Agreement, effective as of 9/18/2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), between Borrower and Lender. Borrower also engages or has engaged in business using the following trade name(s): N/A. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

This Note is secured and guaranteed as and to the extent provided in the Loan and Security Agreement and the other Loan Documents. Reference is hereby made to the Loan and Security Agreement and the other Collateral Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and guarantees, the terms and conditions upon which the security interest and each guarantee was granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence of any one or more Events of Default specified in the Loan and Security Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided therein.

All parties now or hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive diligence, presentment, demand, protest, notice of protest, notice of acceleration, notice of intent to accelerate, and all other notices of any kind.

Borrower agrees to make all payments under this Note without setoff or deduction and regardless of any counterclaim or defense.

No single or partial exercise of any power under this Note shall preclude any other or further exercise of such power or exercise of any other power. No delay or omission on the part of the holder hereof in exercising any right under this Note shall operate as a waiver of such right or any other right hereunder.

This Note shall be binding on Borrower and its successors and assigns, and shall be binding upon and inure to the benefit of Lender, any future holder of this Note and their respective successors and assigns. THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE LOAN AND SECURITY AGREEMENT.

LENDER IS LOCATED IN CALIFORNIA. ALL CREDIT DECISIONS ARE MADE BY LENDER IN CALIFORNIA. FUNDS ARE DISBURSED BY LENDER FROM CALIFORNIA. THIS AGREEMENT AND ALL OTHER LOAN DOCUMENTS THAT ARE A PART OF THIS TRANSACTION HAVE BEEN NEGOTIATED IN AND SHALL BE DELIVERED IN, AND WILL FORM A BINDING AND ENFORCEABLE AGREEMENT ONLY WHEN ACCEPTED BY LENDER IN CALIFORNIA AND SHALL BE DEEMED TO BE CONTRACTS MADE IN CALIFORNIA AND UNDER AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE IN AND TO BE PERFORMED WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. THE BORROWER AND LENDER AGREE THAT CALIFORNIA HAS A SIGNIFICANT RELATIONSHIP WITH THIS TRANSACTION AND THE CHOICE OF CALIFORNIA LAW AS THE GOVERNING LAW OF THIS AGREEMENT AND ALL OF THE OTHER LOAN DOCUMENTS IS MATERIAL TO THE DETERMINATION OF THE INTEREST RATE AND FEES OF THE LOAN AND MAY BE DIFFERENT AND HIGHER THAN THE RATES AND FEES CHARGED IN OTHER STATES, INCLUDING THE STATE WHERE THE BORROWER OPERATES ITS BUSINESS.

Borrower hereby (i) submits to the non-exclusive jurisdiction of the courts of the State of California having situs within the County of San Diego for the purpose of any action or proceeding arising out of or relating to this Note and any other documents and instruments relating hereto, (ii) agrees that all claims in respect of any such action or proceeding may be heard and determined in such State or Federal courts, (iii) irrevocably waives (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum and (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law. Nothing herein shall limit the right of Lender or Manager to bring any action or proceeding against Borrower or its property in the courts of other jurisdictions.

BORROWER AND, BY ITS ACCEPTANCE HEREOF, LENDER, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS NOTE. IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, THE BORROWER HEREBY AGREES, AND LENDER BY ITS ACCEPTANCE HEREOF HEREBY AGREES, AS FOLLOWS:

(1) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBPARAGRAPH 2 BELOW, ANY CLAIM WILL BE RESOLVED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1.

(2) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A REFERENCE PROCEEDING: (A) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF), (C) APPOINTMENT OF A RECEIVER AND (D) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS NOTE DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) - (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THIS NOTE.

(3) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

(4) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

EXHIBIT B

by the designated custodian

(5) THE REFEREE SHALL APPLY THE RULES OF DISCOVERY AND EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA TO THE REFERENCE PROCEEDING AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

IN WITNESS WHEREOF, Borrower has duly executed this Note, as of the date written below.

BORROWER: Skymedicus Inc.

DocuSigned by:

Mark Rader

By: \_\_\_\_\_  
Name: Mark Rader  
Title: Vice President  
Date: 9/18/2015

BORROWER: Skymedicus Inc

DocuSigned by:

Amy Holcomb

By: \_\_\_\_\_  
Name: Amy Holcomb  
Title: President  
Date: 9/18/2015

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